

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
WASHINGTON STATE NURSES ASSOCIATION
REPRESENTING EMPLOYEES IN
DEPARTMENT OF ADULT AND JUVENILE DETENTION

The parties, King County (hereinafter the County) and Washington State Nurses Association (hereinafter the Association) agree that the collective bargaining agreement between the parties, covering nurses represented by the Association and employed by the Department of Public Health, Seattle and King County (covering the period of January 1, 2004 through December 31, 2006 - Document Code: 310C0104), shall be the agreement covering nurses represented by the Association and employed in the Department of Adult and Juvenile Detention. All of the terms and conditions of the Public Health agreement will apply to nurses in Adult and Juvenile Detention, except as set forth in this Memorandum of Agreement. It is understood and agreed that rates of pay for nurses employed in the Department of Adult and Juvenile Detention shall be those rates defined as the Correctional Health and Rehabilitation Service (CHARS) rates as set forth in Addendum A of the Public Health Agreement. In those provisions of the Public Health agreement that do apply to Adult and Juvenile Detention nurses, the terms "Department" or "Health Department" shall be construed to also mean Department of Adult and Juvenile Detention.

PART A. EXCEPTIONS

The following provisions of the collective bargaining agreement in effect between the Association and the County covering employees in Public Health, Seattle and King County, do not apply to employees of the Department of Adult and Juvenile Detention.

ARTICLE 3: RECOGNITION, BARGAINING UNIT MEMBERSHIP & DUES

Section 3.9 Orientation

ARTICLE 5: EMPLOYMENT PRACTICES

Section 5.1 Jurisdiction of Nursing Care Quality Assurance Commission

Section 5.2 Progressive Discipline

Section 5.4 Position Vacancies

Section 5.5 *Change of Duties*

Section 5.6 *Transfers*

Section 5.7 *Personnel File*

ARTICLE 7: JOB TITLES AND RATES OF PAY

Section 7.2.1 *2004 Wage Increases*

Section 7.2.2 *2005 Wage Increases*

Section 7.2.7 *Longevity Premium*

Section 7.3 *Mileage Reimbursement/Parking*

Section 7.5 *Part time and temporary (Per Diem/Intermittent Nurses)* (Article 7.5.1, 7.5.2, 7.5.3 and 7.5.4 do apply)

Section 7.8 *License Fees*

Section 7.13 *Preceptor Assignments*

Section 7.14 *Salary Step Placement for Transfer*

ARTICLE 9: HOLIDAYS

Section 9.1.1 *JHS Staff*

ARTICLE 10: SICK LEAVE AND LEAVES OF ABSENCE

Section 10.4 *Wellness Incentive*

Section 10.5 *Leaves of Absence*

ARTICLE 13: HOURS OF WORK AND OVERTIME

ARTICLE 15: CONFERENCE COMMITTEES

ARTICLE 16: STAFF DEVELOPMENT

ARTICLE 17: REDUCTION IN FORCE/LAYOFF/REHIRES

PART B. SPECIAL PROVISIONS FOR ADULT AND JUVENILE DETENTION NURSES

The following provisions apply only to employees in the Department of Adult and Juvenile Detention.

B.1. HOURS OF WORK AND OVERTIME

Section B.1.1. The standard bi-weekly work period shall consist of seventy-two (72) hours. The normal work day shall be eight (8) hours. Scheduled days off shall be two (2) consecutive days one week and three (3) consecutive days the next week, according to the master work schedule. [This provision applies only to those nurses who are employed as of the date of this Memorandum of Agreement. The provisions found in Section 13.1 of the collective bargaining agreement in effect between the Association and the County covering employees in

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Public Health, Seattle and King County shall apply only to those nurses hired after the date of this Memorandum of Agreement. However, nothing in this section precludes nurses from electing to convert to the workweek provided for in Section 13.1 of the aforementioned agreement.]

Section B.1.2. The Association and management agree that flexible scheduling designed to consider both agency and employee needs is in the best interest of both parties. Responsibility for arranging, reporting and verifying hours worked is assigned as follows:

a. Operation requirements shall receive first consideration. The Master Work Schedule is maintained by management. If operationally necessary, revisions to the Master Work Schedule may be made on an annual basis. Employees may request to switch individual slots/patterns within the Master Work Schedule upon mutual agreement between the impacted employees and approved by management.

Employees may request to adjust individual scheduled work shift with a two (2) week (fourteen calendar) days written notice to a maximum of two (2) per calendar month. The impacted employees and management must mutually agree to the requested schedule adjustment.

The Employer retains the right to adjust individual employee's slots/patterns if the changes are to make reasonable accommodations as may be required under the Americans with Disabilities Act or to provide a limited period of close supervision and additional training.

b. The work week, starting times, work schedules and locations of per diem personnel shall be determined by management.

c. Management shall be responsible to insure adequate staffing to meet operational requirements.

d. Regular full-time and part-time employees who apply for lateral transfers may be considered prior to interviewing outside applicants.

Section B.1.3. In case of emergency, staff may be required upon short notice to work different shifts, or hours, or days, for the period of emergency only.

Section B.1.4. Overtime. Except as otherwise provided in this article, employees shall be paid at a rate of time and one-half (1-1/2) for all hours worked in excess of eight (8) hours in one day, or forty (40) hours in a one week work period, exclusive of lunch period. Normally overtime work shall require prior approval of the individual's supervisor, however, overtime work may be approved after it is performed provided sufficient justification is made.

Section B.1.5. A minimum of two (2) hours at overtime rate shall be allowed for each

call-out. Where such overtime exceeds two (2) hours, the actual hours worked shall be compensated at overtime rates. Call-out shall be defined as that circumstance when an employee having completed the assigned shift and departed the premises is requested by management to return to work. Time actually spent at the work place shall be compensated in accordance with this section.

Section B.1.6. The provision of Section B.1.5 shall apply to meeting and training sessions requiring a return to work.

Section B.1.7. No overtime compensation will be paid for employee-initiated training, unless so required by the provisions of the Fair Labor Standards Act (FLSA).

Section B.1.8. If any provision of this Article shall conflict with the minimum standards of R.C.W. 49.46.130, then that provision shall be automatically amended to conform to those standards.

Section B.1.9. In critical staffing situations, mandatory overtime shall be the last resort. For purposes of this section, critical staffing levels occur, but are not limited to, situations when unscheduled vacancies occur within 24 hours of the shift in question. All unfilled shifts within the Master Schedule shall be filled by utilizing the following nurses listed below which shall be contacted as quickly as possible in the interest of filling the shift:

Per Diem Nurse

Voluntary Nurse (Overtime/Combination)

Part-Time Nurse

Agency Nurse

The shift shall be filled by any of the above Nurses that commits to working first. In a mandatory overtime situation, if no nurse listed above has committed to working the shift, the existing staff working the shift shall prepare for mandatory overtime.

B.2. REDUCTION IN FORCE

Section B.2.1. Employees selected for lay off as a result of reduction of work and/or a shortage of funds shall be laid off according to seniority in classification (see Addendum A) in the Department of Adult and Juvenile Detention (DAJD).

Section B.2.2. An employee designated for lay off within a specific classification may, on the basis of total DAJD seniority, bump the least senior employee in any DAJD job classification previously worked and included in Addendum A of the Public Health Agreement; provided:

- a. That at least a six-month probation period was satisfactorily completed; and,
- b. The demonstrated job performance in the former classification was at an acceptable standard.

Section B.2.3. Employees laid off due to lack of work or lack of funds shall have re-employment rights to the same kind and level of position held at the time of lay off if such a position becomes available in DAJD within two (2) years from the date of lay off. In such cases, the seniority status accrued at the time of lay off shall be reinstated when the employee returns to full-time employment with DAJD.

Section B.2.4. Employees shall be paid in cash upon lay off for any vacation accrued or may elect to retain their vacation accrual for one (1) year to be restored to the employees when recalled to work. If the employee is not recalled within one (1) year, a cash payment shall be made for the accrued amount.

Section B.2.5. At least two weeks notice shall be given employees to be laid off.

Section B.2.6. Pursuant to the provisions of R.C.W. Title 50, King County is a participating employer in the regular state unemployment compensation program.

Section B.2.7. In the event there are two or more employees eligible for lay off within the bargaining unit with the same classification title and seniority, the lay off shall be based upon review of performance evaluations covering the most recent two (2) years of employment. Final decision in such cases shall be made by the Director.

Section B.2.8. Employees may be eligible for placement in other King County positions as provided in the Workforce Management Plan or other County policies.

B.3. EMPLOYMENT PRACTICES

Section B.3.1. *Entry Probation.* An individual who is newly employed in a regular position shall be considered to be on “entry probation” for a period of six (6) months from the date of hire. During this probationary period, an individual may be terminated without prior notice by the department, and such discharge shall not be subject to the Grievance Procedure provided by the Public Health collective bargaining agreement.

Section B.3.2. *Terminations.* Regular employees shall give a minimum of two weeks (14 days) notice in writing of intended termination of employment. Regular employees shall be given two weeks notice of layoff pursuant to Section B.2.5. of this Memorandum.

Section B.3.3. *Disciplinary Action.* Any nurse who has completed the entry probationary period and who is otherwise covered by this Memorandum may be discharged,

suspended, or be subject to any other disciplinary action only for just cause.

Section B.3.4. An employee who accompanies a patient traveling by ambulance, helicopter, etc., shall be considered to be in the employ of the County and all provisions of this contract shall apply from the time of departure to the time of return to the Juvenile Detention Center. If the return trip to the Center is not by the ambulance, etc., in which the employee traveled with the patient, then the return trip transportation expense shall be provided to the employee before departing.

Section B.3.5. *Position Openings:* Openings in new and existing classifications covered by this agreement shall be filled according to the Personnel Guidelines. Hiring decisions shall be the sole province of management and as such are not grievable under the terms of this Memorandum or the Public Health collective bargaining agreement.

Section B.3.6. All employees who have been authorized to use their own transportation on County business shall be reimbursed at the rate established through ordinance by the Metropolitan King County Council.

Section B.3.7. Employees who unavoidably suffer a loss or damage to personal property while on duty shall have same repaired or replaced at County expense. Reimbursement for nonessential personal property shall not exceed one hundred and fifty dollars (\$150.00). Such claims are to be processed by the County immediately upon receipt of the claim from the employee.

Section B.3.8. *Assignment to Orientation Duty* – If a staff nurse is assigned to conduct orientation of new employees, they shall be paid an additional \$.50 per hour in addition to their regular rate of pay for each hour assigned to orientation.

Section B.3.9. *Professional Meetings.* For purposes of this section, professional meetings shall be defined as:

Short term conferences for professional growth and development of the individual nurses, and/or meetings and committee activities of the professional association at the national, state or district level which are designed to develop and promote the programs of the professional association in improving the quality and availability of nursing service and health care or training as defined by American Medical Association standards and/or American Nursing Association standards.

The Director of the Department of Adult and Juvenile Detention or designee may grant up to five (5) days at the nurse's base salary or other higher wage rate as may be required by the

provisions of the Fair Labor Standards Action (FLSA), for the purpose of attending professional meetings, as defined above, for regular full-time nurses and a pro-rated number of hours to regular part-time nurses.

PART C. WAGE INCREASES

Section C.1. 2004 Wage Increases: As soon as practicable after Council ratification of this agreement, the rates of pay shall be as set forth in Addendum A retroactive to January 1, 2004.

Section C.2. 2005 Wage Increases: As soon as practicable after Council ratification of this agreement, retroactive to January 1, 2005, the rates of pay shall be increased by a Cost-of-Living Allowance (COLA). The COLA shall be equal to 90% of the Consumer Price Index. The index used for measuring the COLA will be the U. S. All Cities (CPI-W 1982-84=100). The increase will be measured by calculating the increase in the CPI from September 2003 to September 2004. The minimum increase shall be two (2) percent and the maximum increase shall be six (6) percent.

PART D. DURATION AND EFFECTIVE DATE

This Memorandum of Agreement and its provisions shall be effective when ratified by King County Council and shall cover the time period January 1, 2004 through December 31, 2006.

APPROVED this _____ day of _____, 2005

By _____
King County Executive

SIGNATORY ORGANIZATION:

WASHINGTON STATE NURSES ASSOCIATION